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18 Attorneys for Plaintiff
19 Lilith Games (Shanghai) Co. Ltd.

20 UNITED STATES DISTRICT COURT
21 NORTHERN DISTRICT OF CALIFORNIA
22 SAN FRANCISCO DIVISION

23 Lilith Games (Shanghai) Co. Ltd.,
24 Plaintiff,
25 v.
26 uCool, Inc. and uCool Ltd.,
27 Defendants.

Case No. 15-cv-01267-SC

**DECLARATION OF WANG XINWEN IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY INJUNCTION**

[Fed. R. Civ. P. 65]

Date: June 26, 2015
Time: 10:00 a.m.
Courtroom: 1, 17th Floor
Before: The Hon. Samuel Conti

1
2 1. My name is Wang Xinwen, and I am over the age of twenty-one (21) years, of sound
3 mind, and fully competent to testify in this cause.

4 2. I founded Lilith Games (Shanghai) Co. Ltd. ("Lilith") in May 2013 for the purpose of
5 developing games for mobile devices, such as iPhones and iPads. I am currently Lilith's CEO, and
6 in that role, I have personal knowledge of all of Lilith's game development efforts. I am also
7 personally familiar with Lilith's distribution agreements and generally all other aspects of Lilith's
8 business operations. As a result, I have personal knowledge that all facts set forth in this declaration
9 are true and correct.
10

11 3. At the time Lilith was founded in May 2013, Lilith began to develop the game Dao
12 Ta Chuan Qi in Chinese (literally meaning "the legend of sword and tower") ("Sword and Tower").
13 Lilith's employees authored approximately 240,000 lines of software code for the purpose of making
14 Sword and Tower operational, and that code expresses Lilith's originally created works.
15

16 4. Lilith owns Chinese copyright registrations for, among other things, the computer
17 software code embodied in Sword and Tower. True and correct copies of Lilith's Chinese registered
18 copyrights in its computer software, along with an English translation, are attached hereto as Exhibit
19 A. Lilith was not required to provide a full and complete copy to the Chinese copyright office, and
20 consequently, a copy of Lilith's software code is not available, publicly or otherwise, through the
21 Chinese copyright office.
22

23 5. Lilith developed Sword and Tower through extensive effort and at great expense.
24 Sword and Tower was first released in China in February 2014, through Apple's App Store. The
25 game soon became immensely popular. By May 2014, Sword and Tower was named as China's top
26 grossing iOS game, and by August 2014, Sword and Tower had become the number one game in all
27 of Asia. As of March 2015, the game has been downloaded over 29 million times through one
28 distribution channel alone.

1
2 6. Based on Sword and Tower's initial success, Lilith developed plans to release Sword
3 and Tower in other countries. Specifically, Lilith entered into agreements with entities for the
4 distribution of Sword and Tower in Europe, Southeast Asia, Korea and Japan. Those agreements
5 grant the distributor the exclusive right to release Sword and Tower in their respective geographic
6 areas.

7
8 7. In addition to obtaining Chinese registered copyrights to protect its original works,
9 Lilith's employees also embedded a copyright declaration deep within Lilith's software code. Thus,
10 if the software code was copied, Lilith would be able to navigate to the embedded copyright
11 declaration and cause a pop-up screen to appear with the following: "LILITH GAMES ©."

12 8. In August 2014, Lilith learned that uCool was distributing a game called Heroes
13 Charge, which Lilith believed infringed upon Lilith's copyrights. But in March 2015, as Lilith has
14 begun to release Sword and Tower in countries where Heroes Charge is also available, consumers
15 have provided negative feedback concerning Lilith, accusing Lilith of infringing upon Heroes
16 Charge. Comments from users of both games that disparage Lilith in this manner are damaging to
17 Lilith's reputation as a game developer. True and correct copies of just some of the negative user
18 comments directed at Lilith are attached to this declaration as Exhibit B.

19
20 9. Lilith's distributors have also expressed their concern and displeasure over uCool's
21 distribution of Heroes Charge in their territories. The distributors have informed Lilith that uCool's
22 actions deprive them of the benefit of their bargain, i.e., exclusivity, and they have exerted pressure
23 on Lilith to take necessary actions to prevent any further infringement of Lilith's copyrights by
24 uCool. Further, Lilith has not been able to secure an exclusive distributor in the United States
25 because of uCool's infringement. Indeed, distributors have declined Lilith's offers of exclusive
26 distributorship, citing uCool's release of Heroes Charge as defeating any exclusivity rights that
27 would be granted under such an agreement. Without such an arrangement, Lilith cannot effectively
28

1
2 distribute Sword and Tower in the United States.
3
4
5

6 Under the laws of the United States, I declare under the penalty of perjury that the foregoing
7 is true and correct.
8

9
10 Dated May. 4. 2015

11 王信文 Wang Xinwen
12 Wang Xinwen
13 CEO, Lilith Games (Shanghai) Co., Ltd.
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